



W.P.No.24626 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.07.2026

CORAM

THE HONOURABLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.No.24626 of 2025

R.S.Dhanalaxmi

...Petitioner

Vs.

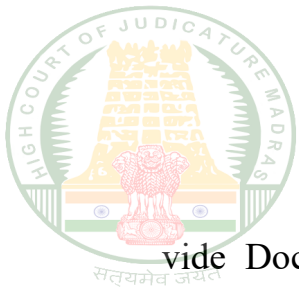
1.The District Collector/Appellate Tribunal
For Senior Citizen Maintenance and
Welfare, O/o. District Collector,
Coimabtoire District, Coimbatore.

2.The Revenue Divisional Officer /
Tribunal
For Senior Citizen Maintenance and
Welfare, O/o.Revenue Divisional Office
(North) Coimbatore District.

3.Sudar Rajan

...Respondents

Prayer: This Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, to call for the records of the 1st respondent herein in pursuant to the impugned order dated 12.05.2025 in Na.Ka.CLRREV/9077/2024/U23 reversing the order passed by the 2nd respondent vide Ref.Mu.M.No.4999/2023/A1 dated 15.10.2024 and quash the same and consequently direct the 2nd respondent to cancel the settlement deed



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vide Doc.No.2808/2010 dated 02.06.2010 registered on the file of the Sub Registrar office, Coimbatore executed by the petitioner in favour of the petitioner's daughter Tiruveni.

For Petitioner : Mr.T.Nixon

For Respondents : Mr.M.Sivavarthanam for R1 & R2
Government Counsel
Mr.S.Dinuprashanth for R3

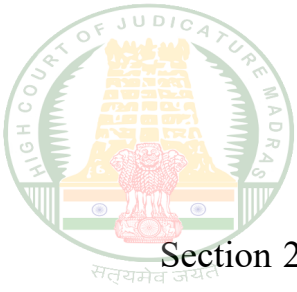
ORDER

The petitioner has challenged the order dated 12.05.2025 passed by the first respondent, whereby the order of the second respondent dated 15.10.2024 was modified. Under the impugned order, the third respondent was directed to pay monthly maintenance of ₹5,000/- to the petitioner.

2. The petitioner is the mother of the deceased wife of the third respondent. During her lifetime, the petitioner's daughter executed a settlement deed dated 02.06.2010 in favour of the third respondent out of love and affection. She passed away on 13.01.2017.

3. The petitioner contends that after the death of her daughter, the third respondent neglected to maintain her. She therefore filed an application under

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Section 23 of the Maintenance and Welfare of Parents and Senior Citizens Act,

2007, seeking cancellation of the settlement deed. The second respondent declined to cancel the settlement deed but directed the third respondent to pay a lump sum amount of ₹10,00,000/- towards maintenance. On appeal, the first respondent modified the order and directed the third respondent to pay monthly maintenance of ₹5,000/- and also provide food and shelter. While doing so, reliance was placed on the decision of this Court in ***Mohamed Dayan v. District Collector***.

4. Heard the learned counsel appearing on both sides.

5. It is not in dispute that the settlement deed does not contain any clause requiring the third respondent to provide the petitioner with maintenance, basic amenities or physical needs.

6. A Division Bench of this Court in ***R.Muniyammal v. District Collector/Appellate Tribunal***, relying upon the judgment of the Hon'ble Supreme Court in ***Sudesh Chhikara v. Ramti Devi***, held that the obligation to maintain a senior citizen under Section 23(1) of the Act may be implied even if it is not expressly stated in the settlement deed.



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7. However, a later coordinate Bench of this Court in ***Karuppan v. District Magistrate-cum-District Collector*** examined the issue in the light of the decisions of the Hon'ble Supreme Court in ***S. Vanitha v. Deputy Commissioner, Sudesh Chhikara v. Ramti Devi and Urmila Dixit v. Sunil Sharan Dixit***. The Court held that Section 23(1) requires an express condition in the settlement deed obligating the transferee to provide the transferor with basic amenities and physical needs. Such a condition cannot be presumed or implied.

8. The coordinate Bench further held that the decisions recognising an implied condition, including ***Mohamed Dayan, S. Mala v. District Arbitrator & District Collector and Easwaramoorthy v. Paranthaman***, were not consistent with the earlier binding precedents and the judgments of the Hon'ble Supreme Court. It therefore held that the earlier binding decisions and the law declared by the Hon'ble Supreme Court must prevail.

9. In the present case, the settlement deed admittedly does not contain any condition requiring the third respondent to maintain the petitioner or provide her with basic amenities and physical needs. Such a condition is a sine qua non for



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invoking Section 23(1) of the Act. Therefore, the authorities were justified in

rejecting the petitioner's request for cancellation of the settlement deed.

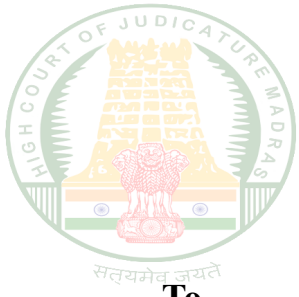
10. However, the first respondent has directed the third respondent to pay monthly maintenance of ₹5,000/-. Considering that the petitioner is about 76 years old and requires financial support for her livelihood, this Court is of the view that the amount of maintenance requires enhancement.

11. Accordingly, the writ petition is partly allowed. The impugned order is modified by enhancing the monthly maintenance payable by the third respondent from ₹5,000/- to ₹10,000/- per month with effect from 01.09.2026, payable during the lifetime of the petitioner. The monthly maintenance shall be paid on or before the 5th day of every succeeding month. The third respondent shall also pay the arrears of maintenance, if any, calculated at the rate of ₹10,000/- per month, within four weeks from the date of receipt of a copy of this order. There shall be no order as to costs.

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Index : Yes/No
Speaking order : Yes/No
dna

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HEMANT CHANDANGOUDAR.J.,

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